

James K. Schultz, Esq. (SBN 309945)
 Kenneth A. Ohashi, Esq. (SBN 230440)
 SESSIONS ISRAEL & SHARTLE, L.L.P.
 1550 Hotel Circle North, Suite 260
 San Diego, CA 92108-3426
 Tel: 619/758-1891
 Fax: 877/334-0661
 jschultz@sessions.legal
 kohashi@sessions.legal

Attorneys for Defendants Credence Resource Management, LLC

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

VAN N. BUI,)	Case No.: 8:24-cv-00116-JWH-KES
)	
Plaintiff,)	
vs.)	[PROPOSED]
)	STIPULATED PROTECTIVE
)	ORDER
CREDENCE RESOURCE)	
MANAGEMENT, LLC,)	
)	
Defendant.)	
)	

1. PURPOSE AND LIMITATIONS

Discovery in this action is likely to involve trade secrets, confidential research, development, technology or other proprietary information belonging to the defendants, and/or personal income, credit and other confidential information of Plaintiff for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket

1 protections on all disclosures or responses to discovery and that the protection it
2 affords from public disclosure and use extends only to the limited information or
3 items that are entitled to confidential treatment under the applicable legal principles.
4 The parties further acknowledge, as set forth in Section 13.3, below, that this
5 Stipulated Protective Order does not entitle them to file confidential information
6 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
7 and the standards that will be applied when a party seeks permission from the court
8 to file material under seal.

9 **2. GOOD CAUSE STATEMENT**

10 This action is likely to involve trade secrets, confidential consumer
11 information including consumer financial account numbers, financial transaction
12 logs, and personally identifiable information for which special protection from
13 public disclosure and from use for any purpose other than prosecution of this action
14 is warranted. Such confidential and proprietary materials and information consist
15 of, among other things, proprietary software systems that log consumer disputes;
16 proprietary software systems that log consumer credit history; proprietary training
17 and policy manuals; personnel records; financial records; records pertaining to
18 confidential research, development, or commercial information (including
19 information implicating privacy rights of third parties); information otherwise
20 generally unavailable to the public, or which may be privileged or otherwise
21 protected from disclosure under state or federal statutes, court rules, case decisions,
22 or common law. Accordingly, to expedite the flow of information, to facilitate the
23 prompt resolution of disputes over confidentiality of discovery materials, to
24 adequately protect information the parties are entitled to keep confidential, to ensure
25 that the parties are permitted reasonable necessary uses of such material in
26 preparation for and in the conduct of trial, to address their handling at the end of the
27 litigation, and serve the ends of justice, a protective order for such information is
28 justified in this matter. It is the intent of the parties that information will not be

1 designated as confidential for tactical reasons and that nothing be so designated
 2 without a good faith belief that it has been maintained in a confidential, non-public
 3 manner, and there is good cause why it should not be part of the public record of
 4 this case.

5 **3. DEFINITIONS**

6 3.1. Action: This pending federal lawsuit.

7 3.2. Challenging Party: A Party or Nonparty that challenges the designation
 8 of information or items under this Stipulated Protective Order.

9 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
 10 how it is generated, stored or maintained) or tangible things that
 11 qualify for protection under Federal Rule of Civil Procedure 26(c), and
 12 as specified above in the Good Cause Statement.

13 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
 14 their support staff).

15 3.5. Designating Party: A Party or Nonparty that designates information or
 16 items that it produces in disclosures or in responses to discovery as
 17 “CONFIDENTIAL.”

18 3.6. Disclosure or Discovery Material: All items or information, regardless
 19 of the medium or manner in which it is generated, stored, or maintained
 20 (including, among other things, testimony, transcripts, and tangible
 21 things), that is produced or generated in disclosures or responses to
 22 discovery in this matter.

23 3.7. Expert: A person with specialized knowledge or experience in a matter
 24 pertinent to the litigation who has been retained by a Party or its
 25 counsel to serve as an expert witness or as a consultant in this Action.

26 3.8. In-House Counsel: Attorneys who are employees of a party to this
 27 Action. In-House Counsel does not include Outside Counsel of Record
 28 or any other outside counsel.

3.9. Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

3.10. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.11. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14. Protected Material: Any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

3.15. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

4. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the

trial judge. This Stipulated Protective Order does not govern the use of Protected Material at trial.

5. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

6. DESIGNATING PROTECTED MATERIAL

6.1. Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Nonparty that designates information or items for protection under this Stipulated Protective Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Stipulated Protective Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or
 2 items that it designated for protection do not qualify for protection, that
 3 Designating Party must promptly notify all other Parties that it is
 4 withdrawing the inapplicable designation.

5 6.2. Manner and Timing of Designations. Except as otherwise provided in
 6 this Stipulated Protective Order (see, e.g., Section 6.2(a)), or as
 7 otherwise stipulated or ordered, Disclosure or Discovery Material that
 8 qualifies for protection under this Stipulated Protective Order must be
 9 clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Stipulated Protective Order
 11 requires the following:

12 (a) For information in documentary form (e.g., paper or electronic
 13 documents, but excluding transcripts of depositions or other
 14 pretrial or trial proceedings), that the Producing Party affix at a
 15 minimum, the legend "CONFIDENTIAL" to each page that
 16 contains protected material. If only a portion or portions of the
 17 material on a page qualifies for protection, the Producing Party
 18 also must clearly identify the protected portion(s) (e.g., by
 19 making appropriate markings in the margins).

20 A Party or Nonparty that makes original documents
 21 available for inspection need not designate them for protection
 22 until after the inspecting Party has indicated which documents
 23 it would like copied and produced. During the inspection and
 24 before the designation, all of the material made available for
 25 inspection shall be deemed "CONFIDENTIAL." After the
 26 inspecting Party's Outside Attorney Of Record has identified
 27 the documents it wants copied and produced, the Producing
 28 Party must determine which documents, or portions thereof,

1 qualify for protection under this Stipulated Protective Order.
 2 Then, before producing the specified documents, the Producing
 3 Party must affix the legend “CONFIDENTIAL” to each page
 4 that contains Protected Material. If only a portion or portions of
 5 the material on a page qualifies for protection, the Producing
 6 Party also must clearly identify the protected portion(s) (e.g., by
 7 making appropriate markings in the margins).

8 (b) For testimony given in depositions that the Designating Party
 9 identify the Disclosure or Discovery Material on the record,
 10 before the close of the deposition all protected testimony.

11 (c) For information produced in nondocumentary form, and for any
 12 other tangible items, that the Producing Party affix in a
 13 prominent place on the exterior of the container or containers in
 14 which the information is stored the legend “CONFIDENTIAL.”
 15 If only a portion or portions of the information warrants
 16 protection, the Producing Party, to the extent practicable, shall
 17 identify the protected portion(s).

18 6.3. Inadvertent Failure to Designate. If timely corrected, an inadvertent
 19 failure to designate qualified information or items does not, standing
 20 alone, waive the Designating Party’s right to secure protection under
 21 this Stipulated Protective Order for such material. Upon timely
 22 correction of a designation, the Receiving Party must make reasonable
 23 efforts to assure that the material is treated in accordance with the
 24 provisions of this Stipulated Protective Order.

25 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 7.1. Timing of Challenges. Any Party or Nonparty may challenge a
 27 designation of confidentiality at any time that is consistent with the
 28 Court’s Scheduling Order.

1 7.2. Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process, which shall comply with Local Rule 37.1 et seq.

3 7.3. Burden of Persuasion. The burden of persuasion in any such challenge
4 proceeding shall be on the Designating Party. Frivolous challenges,
5 and those made for an improper purpose (e.g., to harass or impose
6 unnecessary expenses and burdens on other parties) may expose the
7 Challenging Party to sanctions. Unless the Designating Party has
8 waived or withdrawn the confidentiality designation, all parties shall
9 continue to afford the material in question the level of protection to
10 which it is entitled under the Producing Party's designation until the
11 Court rules on the challenge.

12 8. ACCESS TO AND USE OF PROTECTED MATERIAL

13 8.1. Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Nonparty in connection
15 with this Action only for prosecuting, defending, or attempting to settle
16 this Action. Such Protected Material may be disclosed only to the
17 categories of persons and under the conditions described in this
18 Stipulated Protective Order. When the Action reaches a final
19 disposition, a Receiving Party must comply with the provisions of
20 Section 14 below.

21 Protected Material must be stored and maintained by a
22 Receiving Party at a location and in a secure manner that ensures that
23 access is limited to the persons authorized under this Stipulated
24 Protective Order.

25 8.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the Court or permitted in writing by the
27 Designating Party, a Receiving Party may disclose any information or
28 item designated "CONFIDENTIAL" only to:

- 1 (a) The Receiving Party's Outside Counsel of Record, as well as
- 2 employees of said Outside Counsel of Record to whom it is
- 3 reasonably necessary to disclose the information for this Action;
- 4 (b) The officers, directors, and employees (including In-House
- 5 Counsel) of the Receiving Party to whom disclosure is
- 6 reasonably necessary for this Action;
- 7 (c) Experts of the Receiving Party to whom disclosure is reasonably
- 8 necessary for this Action and who have signed the
- 9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 10 (d) The Court and its personnel and the jury;
- 11 (e) Court reporters and their staff;
- 12 (f) Professional jury or trial consultants, mock jurors, and
- 13 Professional Vendors to whom disclosure is reasonably
- 14 necessary or this Action and who have signed the
- 15 "Acknowledgment and Agreement to be Bound" (Exhibit A);
- 16 (g) The author or recipient of a document containing the
- 17 information or a custodian or other person who otherwise
- 18 possessed or knew the information;
- 19 (h) During their depositions, witnesses, and attorneys for witnesses,
- 20 in the Action to whom disclosure is reasonably necessary
- 21 provided: (i) the deposing party requests that the witness sign
- 22 the "Acknowledgment and Agreement to Be Bound" (Exhibit
- 23 A); and (ii) the witnesses will not be permitted to keep any
- 24 confidential information unless they sign the "Acknowledgment
- 25 and Agreement to Be Bound," unless otherwise agreed by the
- 26 Designating Party or ordered by the Court. Pages of transcribed
- 27 deposition testimony or exhibits to depositions that reveal
- 28 Protected Material may be separately bound by the court

reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a

Receiving Party in this Action to disobey a lawful directive from another court.

10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

10.1. Application. The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information produced by Nonparties in connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

10.2. Notification. In the event that a Party is required, by a valid discovery request, to produce a Nonparty’s confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s confidential information, then the Party shall:

- (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;
- (b) Promptly provide the Nonparty with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (c) Make the information requested available for inspection by the Nonparty, if requested.

10.3. Conditions of Production. If the Nonparty fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may

1 produce the Nonparty's confidential information responsive to the
 2 discovery request. If the Nonparty timely seeks a protective order, the
 3 Receiving Party shall not produce any information in its possession or
 4 control that is subject to the confidentiality agreement with the
 5 Nonparty before a determination by the Court. Absent a court order to
 6 the contrary, the Nonparty shall bear the burden and expense of
 7 seeking protection in this Court of its Protected Material.

8 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 10 Protected Material to any person or in any circumstance not authorized under this
 11 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
 12 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
 13 to retrieve all unauthorized copies of the Protected Material, (3) inform the person
 14 or persons to whom unauthorized disclosures were made of all the terms of this
 15 Stipulated Protective Order, and (4) request such person or persons to execute the
 16 "Acknowledgment and Agreement to be Bound" (Exhibit A).

17 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 18 **OTHERWISE PROTECTED MATERIAL**

19 When a Producing Party gives notice to Receiving Parties that certain
 20 inadvertently produced material is subject to a claim of privilege or other protection,
 21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
 23 procedure may be established in an e-discovery order that provides for production
 24 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
 25 (e), insofar as the parties reach an agreement on the effect of disclosure of a
 26 communication or information covered by the attorney-client privilege or work
 27 product protection, the parties may incorporate their agreement in the Stipulated
 28 Protective Order submitted to the Court.

1 **13. MISCELLANEOUS**

2 13.1. Right to Further Relief. Nothing in this Stipulated Protective Order
3 abridges the right of any person to seek its modification by the Court
4 in the future.

5 13.2. Right to Assert Other Objections. By stipulating to the entry of this
6 Stipulated Protective Order, no Party waives any right it otherwise
7 would have to object to disclosing or producing any information or
8 item on any ground not addressed in this Stipulated Protective Order.
9 Similarly, no Party waives any right to object on any ground to use in
10 evidence of any of the material covered by this Stipulated Protective
11 Order.

12 13.3. Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Local Rule 79-5. Protected
14 Material may only be filed under seal pursuant to a court order
15 authorizing the sealing of the specific Protected Material at issue. If a
16 Party's request to file Protected Material under seal is denied by the
17 Court, then the Receiving Party may file the information in the public
18 record unless otherwise instructed by the Court.

19 **14. FINAL DISPOSITION**

20 After the final disposition of this Action, within sixty (60) days of a written
21 request by the Designating Party, each Receiving Party must return all Protected
22 Material to the Producing Party or destroy such material. As used in this
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
24 summaries, and any other format reproducing or capturing any of the Protected
25 Material. Whether the Protected Material is returned or destroyed, the Receiving
26 Party must submit a written certification to the Producing Party (and, if not the same
27 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
28 (by category, where appropriate) all the Protected Material that was returned or

1 destroyed and (2) affirms that the Receiving Party has not retained any copies,
2 abstracts, compilations, summaries or any other format reproducing or capturing
3 any of the Protected Material. Notwithstanding this provision, Counsel is entitled
4 to retain an archival copy of all pleadings; motion papers; trial, deposition, and
5 hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits;
6 expert reports; attorney work product; and consultant and expert work product, even
7 if such materials contain Protected Material. Any such files and/or archival copies
8 that contain or constitute Protected Material remain subject to this Stipulated
9 Protective Order as set forth in Section 5.

10 **15. VIOLATION**

11 Any violation of this Stipulated Order may be punished by any and all
12 appropriate measures including, without limitation, contempt proceedings and/or
13 monetary sanctions.

14 [Signatures on next page]
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: June 19, 2024

SULAIMAN LAW GROUP, LTD

By: /s/Alexander J. Taylor

Alexander J. Taylor
Attorneys for Plaintiff

Dated: June 19, 2024

SESSIONS, ISRAEL & SHARTLE, LLP

By: /s/Kenneth A. Ohashi

Kenneth A. Ohashi
Attorneys for Defendant

SIGNATURE ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that plaintiff's counsel, Alexander Taylor, concurs in the filing's content and has authorized the filing.

Dated: June 20, 2024

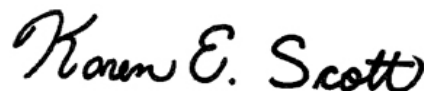
SESSIONS, ISRAEL & SHARTLE, L.L.P.

/s/Kenneth A. Ohashi

Kenneth A. Ohashi

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: June 20, 2024



HON. KAREN E. SCOTT
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name],
 of _____ [address], declare
 under penalty of perjury that I have read in its entirety and understand the Stipulated
 Protective Order that was issued by the United States District Court for the Central
 District of California on _____ [date] in the case of *Van N. Bui v. Credence*
Resource Management, LLC, 8:24-CV-00116-JWH-KESx. I agree to comply with
 and to be bound by all the terms of this Stipulated Protective Order, and I understand
 and acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose
 in any manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions of this
 Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [full
 name] of _____ [address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____

ACKNOWLEDGMENT